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9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 THE WINSFORD COMPANY,  
12 LLC, a Delaware limited liability  
13 company,

14 Plaintiff,

15 vs.

16 AMERICAN SURFACE INC.,  
17 a North Carolina corporation;  
18 QUEEN SUITES, LLC, a North  
19 Carolina limited liability company;  
HOTEL WAREHOUSE,  
an unknown form; and  
WENQIANG YE, an individual,

20 Defendants.  
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Case No. 5:23-cv-00291-JGB (SPx)

**FINAL CONSENT JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANTS**

1 Plaintiff The Winsford Company, LLC (“Winsford”) and Defendants  
2 American Surface Inc. (“ASI”), Hotel Warehouse (“HW”), and Wenqiang Ye  
3 (“Mr. Ye”) (collectively, “Defendants”) consent and agree to the terms and  
4 conditions of this Final Consent Judgment and Permanent Injunction.

5 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

6 1. The Court also has subject matter jurisdiction over this action pursuant  
7 to 15 U.S.C. § 1111 *et seq.*, and 28 U.S.C. §§ 1331, 1338 and 1367. Venue is  
8 proper in this Judicial District pursuant to 28 U.S.C. § 1391(b).

9 2. Winsford is a Delaware limited liability company having a principal  
10 place of business in Ontario, California.

11 3. HW is an entity of unknown form with a place of business in  
12 Charlotte, North Carolina.

13 4. ASI is a North Carolina corporation having a principal place of  
14 business in Charlotte, North Carolina.

15 5. Mr. Ye is the president of ASI and a North Carolina individual,  
16 residing in Charlotte, North Carolina.

17 6. This is a final judgment. Judgment is entered in favor of Winsford and  
18 against Defendants as to all causes of action asserted in the Complaint (Dkt. No. 1).

19 7. Defendants are permanently enjoined from making, importing into the  
20 United States, selling, offering for sale, distributing, advertising, marketing, or  
21 promoting in any way, any of the Infringing Carts identified in Paragraph 24 of the  
22 Complaint, Dkt. No. 1, or any other design substantially indistinguishable from, or  
23 confusingly similar to, any Infringing Cart, including but not limited to, any  
24 luggage cart having four (4) posts where each post has an upper portion that  
25 converges upwardly and inwardly to join the posts together at a central position  
26 between the four posts.

27 8. Defendants shall maintain and support this agreement and Final  
28 Consent Judgment and shall not disclaim or disparage this Final Consent Judgment.

1           9. In any action to enforce this Final Consent Judgment, Winsford shall  
2 recover from Defendants all costs and attorneys' fees, including any costs and  
3 attorneys' fees for enforcing any claimed violation of any provision of this Final  
4 Consent Judgment and Permanent Injunction.

5           10. This Court shall retain jurisdiction of this matter for all purposes,  
6 including for the purpose of enforcing the terms and provisions of this Final  
7 Consent Judgment and Permanent Injunction and the terms of the Confidential  
8 Settlement Agreement entered into between Plaintiff and Defendants.

9           11. Defendants agree to submit to the personal jurisdiction of this Court  
10 in connection with this matter for all purposes, including for the purpose of  
11 enforcing the terms and provisions of this Final Consent Judgment and Permanent  
12 Injunction and Confidential Settlement Agreement.

13           12. Defendants each waive all right to appeal, and agree not to appeal this  
14 final judgment.

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16           **IT IS HEREBY ORDERED AND ADJUDGED.**

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18           Dated: June 15, 2023

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20           Jesus G. Bernal  
21           United States District Court Judge  
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